



**HOUSING AUTHORITY  
of the County of Los Angeles**

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*Commissioners*

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*Executive Director*

June 12, 2007

Honorable Board of Commissioners  
Housing Authority of the  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles California 90012

Dear Commissioners:

**AUTHORIZATION TO ENTER INTO A 15-YEAR GROUND LEASE WITH  
THE CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, INC., AND  
AUTHORIZATION TO INCREASE BUDGET AUTHORITY  
FOR APPROVED HOUSING AUTHORITY BUDGET (2)  
(3 Vote)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that approval of the attached 15-year Ground Lease is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action will not have the potential for causing a significant effect on the environment.
2. Authorize the Housing Authority of the County of Los Angeles (Housing Authority) to execute the 15-year Ground Lease with the Child Development Consortium of Los Angeles, Inc. (Consortium), which has been approved as to form by County Counsel.
3. Authorize the Housing Authority to accept and incorporate a total of \$47,000 from the Consortium, into the approved budget, as an advance towards construction costs related to the State Department of Education (State DOE) grant for a replacement child care facility.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this action is to authorize the Housing Authority to enter into a 15-year Ground Lease with the Consortium for the operation of a child care facility on the land located at 10911 South Vermont Avenue, in unincorporated Los Angeles County (Land).

A similar letter is being concurrently submitted to the Board of Commissioners of the Community Development Commission of the County of Los Angeles (Commission) on June 12, 2007, to transfer the title of the Land to the Housing Authority for the purpose of entering into the 15-year Ground Lease with the Consortium. The Housing Authority has managed the site since 1996.

This proposed action also authorizes the Housing Authority to accept and incorporate into the approved budget, a total of \$47,000 from the Consortium, as an advance towards construction costs related to the State DOE grant for a replacement child care facility.

**FISCAL IMPACT/FINANCING:**

There is no impact on the County general fund. Under the terms of the 15-year Ground Lease, the Consortium will pay the Housing Authority an annual fee of \$1.

The receipt and incorporation of a total of \$47,000 from the Consortium into the Housing Authority's approved budget is to be used as an advance towards construction costs related to the State DOE grant for a replacement child care facility.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

The Consortium, a non-profit organization, has operated the 4,320 square foot Bright Futures Child Development Center (Bright Futures) located at 10911 South Vermont Avenue, in unincorporated Los Angeles County, since 1997. Bright Futures has 60 participant slots for pre-school children, ages three to five years old, providing State-subsidized child care services for parents who are residents in the South Scattered Sites public housing, and who are enrolled in school or public housing training programs. The child care services are also available to the neighboring community.

The Commission holds title to the Land, which includes three relocatable buildings and a permanent structure that houses a commercial kitchen. The relocatable buildings have been found to be in poor repair and past their useful life. The Consortium has received grant funding from the State DOE for replacement relocatable structures. The

State DOE grant funding limits the replacement structures to the same type as the original structures.

The 15-year Ground Lease will permit Consortium to use the Land to establish a replacement child care facility.

The incorporation of a total of \$47,000 from Consortium into the Housing Authority's approved budget will be used as an advance to cover the construction costs related to the State DOE grant.

The 15-year Ground Lease has been approved as to form by County Counsel, and will be effective upon Board approval. At its meeting of May 23, 2007, the Housing Commission recommended approval of the 15-year Ground Lease and incorporation of a total of \$47,000 from Consortium into the Housing Authority's approved budget.

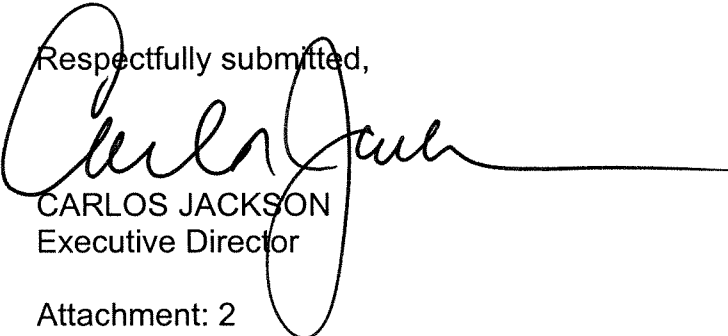
**ENVIRONMENTAL DOCUMENTATION:**

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. This action is also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

**IMPACT ON CURRENT PROGRAM:**

The proposed action will allow the Housing Authority to enter into a 15-year Ground Lease with Consortium for the purpose of a replacement child care facility on the Land, and will increase the Housing Authority's approved budget by \$47,000, for the purpose of an advance towards the construction costs related to the State DOE grant.

Respectfully submitted,



CARLOS JACKSON  
Executive Director

Attachment: 2

**GROUND LEASE**

**DATE**

**by and between**

**HOUSING AUTHORITY OF THE  
COUNTY OF LOS ANGELES,**

**as Landlord,**

**and**

**CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, Inc., a  
California non-profit Corporation,**

**as Tenant**

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EXHIBITS

- A. LEGAL DESCRIPTION
- B. CALIFORNIA CHARITIES REGULATIONS
- C. FEDERAL LOBBYIST REQUIREMENTS
- D. INFORMATION REGARDING THE NEWBORN ABANDONMENT LAW

## **GROUND LEASE**

This Ground Lease ("Lease") is made and entered into this            day of            , 2007 (the "Lease Date") by and between the HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES, a public body, corporate and politic ("Landlord" or "Housing Authority"), and the CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, INC., a California non-profit corporation ("Tenant"). Landlord and Tenant shall sometimes hereinafter be individually referred to as "Party" and collectively referred to as "Parties".

### **RECITALS**

A. Landlord is the Housing Authority , which is the owner of certain real property located at 10911 South Vermont Avenue, in unincorporated Los Angeles County, State of California, more fully described on Exhibit A, the Legal Description and Assessor's parcel map shown as Parcel 1 and Parcel 2, attached hereto and incorporated herein by reference (the "Land").

B. Tenant desires to lease the Land from Landlord, and Landlord desires to lease the Land to Tenant in accordance with the terms and conditions of this Lease as set forth herein below.

C. Tenant intends to lease the Land for the purposes of renovation and operation of a Child Care Center (hereinafter referred to as the "Center").

D. Tenant is a recipient of subsidized child development operational funding from the State of California Department of Education (the "State DOE"). Landlord is not party to the State DOE contract and without obligation or accountability of this agreement.

NOW THEREFORE, the Parties agree as follows:

1. **DEFINITIONS.**

1.1 **General Definitions.**

As used in this Lease, the following words and phrases shall have the following meanings:

(a) **Alterations** - any change to, or modifications of the Land made by Tenant pursuant to Section 10.1 below.

(b) **Authorized Representative** - any officer, employee, or agent of either Party, acting within authority given by that Party.

(c) **Damage** - injury, deterioration, or loss to a Person or property caused by an Act of God or another Person's acts or omissions. Damage includes death. Damage does not include normal wear and tear.

(d) **Destruction** - any substantial Damage to the Land or the Improvements.

(e) **Encumbrance** - any deed of trust, mortgage, or other written security device or agreement encumbering either the leasehold or the fee interest in the Improvements that constitutes security for the payment of a debt or performance of an obligation.

(f) **Expiration** - the coming to an end of the time specified in this Lease as its duration.



(g) Improvements - any structures or other permanent improvements constructed in accordance with plans and specifications approved by Landlord, subject to any requirements of all regulatory agencies.

(h) Law - any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the Parties or the Land, or both, including any licensing requirements, in effect either at the time of execution of this Lease or at any time during the Term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities).

(i) Person - one or more human beings, or legal entities or other artificial persons of any kind, including, without limitation, partnerships, corporations, trusts, estates, joint ventures, associations, and any combination of human beings and legal entities.

(j) Provision - any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in this Lease that in any way defines or otherwise controls, establishes, or limits the performance required or permitted by either Party.

(k) Rent - is defined in Section 5.1 of this Lease.

(l) Successor - assignee, transferee, personal representative, heir, or other Person succeeding lawfully, and pursuant to the Provisions of this Lease, to the rights or obligations of either Party.

(m) Termination - the ending of the Term for any reason before Expiration.

(n) Relocatable Buildings - the temporary structures to be renovated and or replaced by Tenant to house the Center.

## 1.2 Other Definitions.

The following additional terms are defined in the following sections of this Lease:

(a)	Term	4.1
(b)	Rent	5.1
(c)	Other Expenses	5.2
(d)	Award	13.1
(e)	Condemnation	13.1(b)
(f)	Condemnor	13.1
(g)	Date of Taking	13.1(d)
(h)	Defaults	15.1

## 2. CONDITIONS TO TENANT'S OBLIGATIONS.

Landlord has agreed that Tenant shall demolish and remove the three (3) existing one-story Relocatable Buildings and Improvements from the Land and clear the Land in a manner consistent with the preparation of site rehabilitation for the replacement of three identical one-story Relocatable Buildings. Notwithstanding any other provisions of this Lease, the obligations of Tenant under this Lease is that possession of the Land by Tenant is conditional and contingent upon the clearance and site preparation and notifying Tenant, that the same has been accomplished.

3. LAND.

3.1 Lease of Land.

For and in consideration of the payment of Rent and the performance of all the terms, covenants and conditions of this Lease by Tenant, Landlord hereby leases the Land to Tenant.

3.2 Tenant's Acceptance.

Tenant currently operates a Center with three (3) Relocatable Buildings and an attached commercial kitchen within a permanent structure and other related Improvements. The Relocatable Buildings that house the Center have been found to be in poor repair and past their useful life, therefore the Tenant shall demolish and remove at its sole cost and expense the Relocatable Buildings. Following Landlord's clearance of removal of such improvements, Tenant agrees to accept the Land in its "as is" condition with all defects as of the date of the delivery of the Land to Tenant.

3.3 Conveyance of Improvements.

Upon Expiration of the Term of this Lease of the Term pursuant to the provisions of this Lease, the Improvements shall be subject to the Ownership and Removal of Improvements provisions of Section 7.2 below.

4. LEASE TERM.

The term of this Lease shall commence on the Lease Date and extend for a period of fifteen (15) years the ("Term"). Withstanding any provision of this Lease to the contrary, in the event that Tenant is unable to secure funding for construction of the Center this Lease shall automatically terminate and the Parties shall have no further obligations to one another.

5. RENT.

5.1 Payment of Rent.

Upon the execution and delivery of this Lease by each Party hereto to the other Party (the "Rent Commencement Date") and each anniversary of the Rent Commencement Date thereafter, Tenant shall pay to Landlord the sum of one dollar (\$1.00), without deduction, setoff, prior notice or demand, at such place as Landlord may from time to time designate and the other expenses specified in Section 5.2 below (the "Rent").

5.2 Other Expenses.

In addition to the rent as set forth in Section 5.1, Tenant shall pay or cause to be paid all insurance, operating and maintenance expenses in accordance with the terms of this Lease, including all ad valorem property taxes and possessory interest taxes, assessed against or otherwise imposed on the Land, Improvements or Tenant's Personal Property, if any (collectively the "Other Expenses").

From and after the date hereof, Tenant shall be liable and responsible for and pay the Other Expenses on or before the date such Other Expenses are due, and in no event shall Tenant be entitled to a credit from Landlord with respect to the Other Expenses.

6. USE OF LAND.

6.1 Use

Throughout the Term of this Lease, the Land shall be used by Tenant for the operation of a Center and uses related to the Center. Tenant shall not use or permit the use of the Land and Improvements in any manner which (i) creates a nuisance, or (ii) violates any Law; provided that if any future Law is enacted that

requires changes to the Improvements or otherwise requires that Tenant expend an amount greater than ten thousand dollars (\$10,000) to comply with such future Law, then Tenant may terminate this Lease by written notice thereof to Landlord given in accordance with the terms of Section 17.

## 6.2 No Discrimination

The Tenant herein covenants by and for itself, its officers, employees, agents, administrators and assigns that there shall be no discrimination against or segregation of any person or group of persons, on account of race, religion, creed, color, national origin, ancestry, marital status, sex or sexual orientation in the leasing, subleasing, transferring, use or enjoyment of the Land and Improvements, nor shall the Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subleases, subtenants, or vendees for the Improvements.

## 6.3 Quality Assurance Plan

The Housing Authority and/or its agent will evaluate Tenant's performance under this Lease on not less than an annual basis. Such evaluation will include assessing Tenant's compliance with all Lease terms. Tenant deficiencies, which Housing Authority determines are severe or continuing and that may place performance of this Lease and or the Center in jeopardy, if not corrected, will be reported to the Housing Commission. The report will include improvement/corrective action measures taken by Housing Authority and Tenant. If improvement does not occur consistent with the corrective measure, Housing Authority may terminate this Lease, pursuant to Paragraph 15, or impose other remedies as specified in this Lease.

## 7. IMPROVEMENTS.

### 7.1 Future Development

Prior to delivery of the Land to the Tenant pursuant to this Lease, both Parties, in good faith agree to further negotiate the terms and conditions of a Community Development Block Grant Program Reimbursement Agreement that is subject to the Board of Commissioners' approval.

### 7.2 Ownership and Removal of Improvements.

Ownership of the Improvements shall be subject to the terms of the contract between the Tenant and the State DOE. Tenant shall have the right to remove the Improvements, subject to the approval of the Housing Authority, in its reasonable discretion.

## 8. MAINTENANCE AND REPAIRS

Tenant shall maintain the Land, landscaping, Improvements, equipment, and all other components of the Center in good repair and order and in decent, safe, and sanitary condition at all times in order to ensure the preservation of their condition. To this end, Tenant shall perform any repairs or replacements of the aforementioned as may be necessary.

## 9. UTILITIES AND SERVICES.

Tenant is responsible for and shall pay for all water, sewage, gas, electricity, telephone, maintenance, janitorial, trash collection and all other utilities and services supplied to the Land and Improvements.

## 10. ALTERATIONS.

### 10.1 Alterations Subsequent to Issuance of Certificate of Occupancy.

Tenant shall have the right, throughout the Term of this Lease, at any time and from time to time, to make, without the review or approval of Landlord, any Alterations costing less than ten thousand dollars

(\$10,000.00). Any Alterations costing ten thousand dollars (\$10,000) or more shall require the prior written approval of the Landlord; provided, however, that such approval by Landlord shall not be; unreasonably withheld, conditioned, or delayed. All Alterations shall be made pursuant to the terms of this Section 10. Tenant is responsible for obtaining all proper permits, licenses and approvals for said Alterations to Land.

#### 10.2 Conditions to Alterations.

Notwithstanding the Provisions of Section 10.1, with respect to any such Alterations, Tenant shall comply with the following requirements:

(a) If the Alterations require a building permit, on or before submission of (i) preliminary construction plans and specifications therefore and/or (ii) final working plans and specifications, to the appropriate governmental agencies for review, Tenant shall submit one set of such documents to Landlord for Landlord's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed by Landlord.

(b) If the cost of the Alterations exceeds ten thousand dollars (\$10,000), Tenant shall deliver to Landlord insurance certificates for any insurance pertaining to the construction which is required pursuant to Section 11 hereof.

(c) Once construction of the Alterations commences, Tenant shall with reasonable diligence prosecute such construction to completion.

#### 11. INDEMNIFICATION AND INSURANCE

Tenant shall indemnify, defend and hold harmless the Housing Authority, the Community Development Commission of the County of Los Angeles (the "Commission"), the County of Los Angeles ("County"), and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Tenant's acts and/or omissions arising from and/or relating to this Lease and operation of the Center.

Tenant shall procure and maintain at Tenant's expense for the duration of this Lease the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Tenant, its agents, representatives, employees, contractors or subcontractors.

A. **GENERAL LIABILITY INSURANCE** (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Housing Authority, the Commission, the County, and their officials and employees, shall be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of the Tenant; products and completed operations of the Tenant; and premises owned, leased or used by the Tenant.

B. **AUTOMOBILE LIABILITY INSURANCE** (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. **WORKERS' COMPENSATION and EMPLOYER'S LIABILITY** insurance providing

worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

D. PROFESSIONAL LIABILITY INSURANCE: If applicable, in an amount of not less than \$1,000,000 aggregate combined single limit, unless requirement has been waived in writing. This extends coverage claim arising from negligent professional activities such as medical treatments, psychiatric or financial counseling, etc. These exposures are excluded under the general liability form. In cases where the activities or financial for the appropriate Operating Agency present no meaningful professional exposure, the Commission's Risk Management Department may waive compliance with this contract provision upon written request.

Any self-insurance program and self-insured retention must be separately approved by the Commission's Risk Management Department.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Landlord.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Commission's Risk Management Department.

All coverage for contractors and subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Landlord. Tenant shall furnish the Commission's Risk Management Department with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Tenant to procure or maintain insurance required by this Lease shall constitute a material breach of this Lease upon which the Landlord may immediately terminate this Lease.

## 12. DAMAGE OR DESTRUCTION.

### 12.1 Duty to Restore.

If any insured Damage or Destruction to the Improvements renders the Improvements partially or totally untreatable, this Lease shall not terminate and said Improvements shall be rebuilt by Tenant with due diligence at Tenant's expense; provided, however that Tenant shall not be obligated to rebuild the Improvements if the insurance proceeds received by Tenant for such Damage or Destruction to the Improvements is less than one hundred percent (100%) of the cost to restore such Improvements. Notwithstanding the foregoing, this Lease shall be subject to termination as provided in Section 12.2 below.

### 12.2 Election to Terminate.

If there shall occur any Damage or Destruction to the Improvements at any time during the Term for which the insurance proceeds received by Tenant is less than one hundred percent (100%), exclusive of deductibles, of the cost to restore such Improvements (or if such Damage or Destruction is uninsured), then either Landlord or Tenant may terminate this Lease by written notice thereof to the other Party given in accordance with the terms of Section 17. If this Lease is not terminated, then Tenant shall rebuild said Improvements with due diligence within a reasonable time after Tenant's receipt of such insurance proceeds

as approved by Landlord. If this Lease is terminated as aforesaid, (1) this Lease shall terminate effective as of the date of such Damage or Destruction, and (2) any Rent paid by Tenant for the period after such termination date shall be immediately refunded by Landlord.

### 13. CONDEMNATION.

#### 13.1 Definitions.

(a) "Award" means all compensation, sums, or anything of value awarded, paid, or received on a total or partial Condemnation.

(b) "Condemnation" means (1) the exercise of any governmental power, whether by legal proceedings or otherwise, by a Condemner and (2) a voluntary sale or transfer by Landlord or Tenant to any Condemner, either under threat of Condemnation or while legal proceedings for Condemnation are pending.

(c) "Condemnor" means any public or quasi- public authority, or private corporation or individual, having the power of Condemnation.

(d) "Date of Taking" means that date which is the earlier of (i) the date Condemnor has the right to take possession of the property being condemned, or (ii) the date Condemnor takes title to the property being condemned.

#### 13.2 Rights and Obligations.

If during the Term there is any taking of all or any part of the Land, the Improvements or any interest in this Lease by Condemnation, the rights and obligations of the Parties shall be determined pursuant to this Section 13. Each Party waives the provisions of Code of Civil Procedure Section 1265.130 allowing either Party to petition the Superior Court to Terminate this Lease in the event of a partial taking of the Land.

#### 13.3 Total Taking.

(a) If all or substantially all of the Land, the Improvements, or Landlord or Tenant's interest in this Lease shall be taken by Condemnation, this Lease shall terminate as of the Date of Taking. For purposes of this Section, "substantially all" of the Land, Improvements, or Landlord or Tenant's interest in this Lease shall be deemed to have been taken if the Condemnation in Tenant's reasonable discretion prevents the remaining property from practicably being used by Tenant for the purposes contemplated by this Lease ("Total Taking").

(b) In the event of a Total Taking, Tenant shall be entitled to that portion of the Award attributable to the fair market value of the Improvements, plus compensation for fixtures and equipment and goodwill and relocation benefits and Landlord shall be entitled to receive the balance of any Award.

#### 13.4 Partial Taking.

(a) In the event of a taking, which is less than a Total Taking ("Partial Taking"), the Term of this Lease shall not be reduced or affected in any way.

(b) In the event of a Partial Taking:

(1) Subject to the rights of Tenant's Lender(s), if any, that portion of the Award as may be required to reasonably repair and restore any Improvements on the Land shall be made payable to the Tenant for the cost of repair, restoration or reconstruction of the damaged or destroyed Improvements. If and to the extent that the Improvements cannot, in Landlord's reasonable judgment, be so repaired and restored, Tenant shall be entitled to a portion of the Award as required to reasonably compensate Tenant for the fair market value of Tenant's interest in this Lease taken by Condemnor and the fair market value of the Improvements which cannot be repaired or restored.

(2) Landlord shall be entitled to receive the balance of the Award.

(c) If the temporary use or occupancy of all or any part of the Improvements shall be taken for any public or quasi-public use for a period exceeding thirty (30) days during the Term of this Lease, Tenant shall have the option to Terminate this Lease upon thirty (30) days notice to Landlord, subject to the rights of Tenant's Lenders, if any. If Tenant does not exercise this option to Terminate the Lease, Tenant shall continue to pay in full the Rent and other sums due from Tenant to Landlord under this Lease, and Tenant shall have the right to receive so much of any Award or other consideration for such taking as represents compensation for the use and occupancy of the Land and Improvements up to and including the date of Expiration of the Term of this Lease or the date of Termination of the temporary taking as reasonably determined by Landlord, whichever is earlier, and Landlord shall be entitled to receive the balance, if any, of the Award.

#### 13.5 Condemnation Proceedings.

Tenant shall have the right to participate in any Condemnation proceedings concerning or affecting the Land, the Improvements, Landlord's interest in this Lease and Tenant's interest in this Lease. In case of a taking of all or any part of the Land or the commencement of any proceedings or negotiations which might result in such taking, any Party receiving information as to the same shall promptly give written notice thereof to the other.

#### 14. ASSIGNMENT, SUBLETTING AND ENCUMBERING.

##### 14.1 Assignment and Subletting.

(a) Tenant may not assign, sublet, transfer all of any of its interest in this Lease or alter the use of the Land without the prior written consent of Landlord at Landlord's sole discretion, which consent shall not be unreasonably withheld. In the event Landlord grants its consent to an assignment or transfer, Tenant shall be jointly responsible with sublessee for the obligations for the performance of all of the terms and conditions of this Lease, including the payment of Rent, upon the date of such assignment or transfer.

(b) No assignment or transfer of this Lease by the Landlord shall be binding on the Tenant unless the assignee or transferee shall assume and agree to be bound by the terms of this Lease and until notice of assignment or transfer together with an executed copy of such transfer instrument or assignment is received by Tenant.

##### 14.2 Encumbrance or Assignment as Security.

Tenant shall not have the right to encumber or assign its interest in this Lease, in favor of any Lender, including, without limitation, banks, savings and loans, and insurance companies without the prior written consent of Landlord, and at the Landlord's sole discretion.

#### 15. DEFAULTS AND TERMINATION.

##### 15.1 Termination for Cause:

This Lease may be terminated by the Housing Authority upon written notice to the Tenant for just cause for

Tenant's failure to operate as Child Care Center with no penalties incurred by the Housing Authority upon termination or upon the occurrence of any of the following events in a, b, c or d:

(a) Should the Tenant fail to maintain licenses as required by the State of California, Department of Social Services (CDSS) Community Care Licensing Division to provide Child Care services. Failure to comply with California Code of Regulations Title 22 shall constitute a default under the terms of this Lease, upon which the Executive Director of the Housing Authority shall have the power to suspend or terminate this Lease.

(b) In the event that a petition of bankruptcy shall be filed by or against the Tenant.

(c) Failure by the Tenant to secure or maintain funding from the State DOE to provide Child Care

Services.

(d) If, through any cause, the Tenant shall fail to fulfill, in a timely and proper manner, the obligations under this Lease, or if the Tenant shall violate any of the covenants, Leases, or stipulations of this Lease, the Housing Authority shall thereupon have the right to terminate this Lease by giving written notice to the Tenant of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Tenant under this Lease shall, at the option of the Housing Authority become its property and the Tenant shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

#### 15.2 Defaults.

Each of the following shall, after the giving of any required notice and the expiration of any applicable cure period described herein, constitute a default ("Default") by Tenant under this Lease:

(a) If, after written notice, Tenant shall fail to pay any installment of Rent or other sum due under this Lease when due and payable, and such failure continues for a period of more than ninety (90) days;

(b) If Tenant shall fail to perform any non-monetary obligation, provision, term, covenant or condition of this Lease, and such failure continues for more than ninety (90) days after written notice from the Landlord. However, if the Default is of such a character that it cannot be reasonably cured within ninety (90) days, Tenant shall not be in Default hereunder if Tenant shall commence the cure of such Default within ninety (90) days of Landlord's written notice to Tenant and shall thereafter diligently prosecute the same to completion;

(c) If, after operation of the Center has commenced, the Land or its Improvements is not used for its intended Child Care purposes for a period up to ninety (90) days, Landlord shall have the right to terminate this Lease. However, in the event of Damage or Destruction or Condemnation to or of the Improvements, in which event the terms and provisions of Paragraph 12 and Paragraph 13 shall govern

(d) If a receiver, guardian, conservator, trustee or assignee, or any other or similar officer or Person shall be appointed to take charge of the Land or Improvements, and such appointment is not vacated within ninety (90) days thereafter;

(e) The material falsity of any representation or breach of any warranty or covenant made by Landlord or Tenant under the terms of this Lease shall constitute a default for which no cure is provided, provided that the non-defaulting party gives notice to the defaulting party of such material falsity within twelve (12) months following the Lease Date.

(f) Tenant shall (a) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or the like of its property, (b) make a general assignment for the benefit of creditors, (c) be adjudicated a bankrupt or insolvent, or (d) commence a voluntary case under the Federal bankruptcy laws of the United States of America or file a voluntary petition that is not withdrawn within ninety (90) days of the filing thereof or answer seeking an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy or insolvency proceeding;

(g) If without the application, approval or consent of Tenant, a proceeding shall be instituted in any court of competent jurisdiction under any law relating to bankruptcy, in respect of Tenant or any constituent member or partner or majority shareholder, of Tenant for an order for relief or an adjudication in bankruptcy, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or custodian or the like, or other like relief in respect thereof under any bankruptcy or insolvency law, and, if such proceeding is being contested by Tenant, in good faith, the same shall (a) result in the entry of an order for relief or any such adjudication or appointment, or (b) continue undismissed, or pending and unstayed, for any period of ninety (90) consecutive days;



(h) Following the Center being made available for public use, voluntary cessation of the operation of the Center for a continuous period of more than ninety (90) days except in the event of Damage or Destruction or Condemnation to or of the Improvements in which event the terms and provisions of Paragraph 12 and Paragraph 13 shall govern; or

(i) Tenant shall suffer or attempt to effect an assignment or transfer of this Lease in violation of Paragraph 14 above.

#### 15.3 Termination for Uncured Default.

Upon occurrence of any Default by Tenant, Landlord may at its option and without any further demand or notice, do any of the following:

Give written notice of Termination of this Lease to Tenant, and on the date specified in such notice, Tenant's right to possession of the Land and Improvements shall cease immediately and this Lease shall terminate. Upon such Termination, Landlord may reenter the Land, and subject to the rights of subtenants, Landlord may eject all parties in possession of the Land through legal process and repossess and enjoy the Land.

#### 15.4 Cumulative Nature of Remedies.

The foregoing rights and remedies granted to Landlord under Section 15.2 shall be cumulative to the all other rights and remedies now or hereafter given to Landlord by Law or in equity or by the Terms of this Lease. No remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other available remedy or remedies and shall be in addition to every other remedy given under this Lease or now existing at law or in equity or by statute; and may be exercised in such manner, at such times and in such order as Landlord may determine in its sole discretion. No delay or omission in the exercise of any right or power upon the occurrence of any Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient by Landlord. In the event of a Default by Landlord or Tenant, neither party shall be entitled to recover consequential damages from the other. In order to entitle Landlord to exercise any right or remedy reserved to it under this Lease, no notice shall be required except as expressly provided herein.

#### 15.5 Landlord's Right to Cure Breach.

If an emergency threatens life or material damage to Land, at any time and without notice to Tenant or any other party, Landlord may (but shall not be obligated to) cure any default by Tenant under this Lease at Tenant's sole cost. If Landlord, by reason of Tenant's failure, pays any sum or does any act under this Paragraph 14, the reasonable sum paid by Landlord plus the reasonable cost of performing such act shall be due as additional Rent within thirty (30) days after written demand therefore by Landlord to Tenant. Except as specifically provided under the terms of this Lease, no such payment or act shall constitute a cure or waiver of the breach or a waiver of any remedy for Default or render Landlord liable for any loss or damage resulting from any such act.

#### 15.6 Landlord's Default

Landlord shall be in Default under this Lease if, after the giving of any required notice and the expiration of any applicable cure period described herein, Landlord fails to perform any obligation required to be performed by it hereunder, provided however that Landlord shall be entitled to cure such default if Landlord performs such obligation within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be in Default if Landlord shall commence such performance within such thirty (30) day period and thereafter diligently and in good faith prosecute the cure to completion.

16. SURRENDER: ENTRY.

16.1 Surrender.

(a) Surrender Upon Expiration or Earlier Termination.

Subject to the provisions of this Lease, upon the Expiration or sooner Termination of this Lease, Tenant shall surrender the Land to Landlord. Ownership of the Improvements shall be subject to the terms of the contract between the Tenant and the State DOE. Tenant shall have the right to remove the furniture, personal property, furnishings and equipment from the Land prior to the date of Termination or within thirty (30) days after the date of Termination provided they repair any damage to the Land caused by said removal. Items not removed on or before thirty (30) days after the date of Termination shall be the sole property of Landlord.

(b) Voluntary Surrender.

Tenant may surrender the Land and to Landlord upon sixty (60) days prior written notice at any time during the Term of this Lease with the written consent of the Executive Director of the Landlord. Ownership of the Improvements shall be subject to the terms of the contract between the Tenant and the State. In such event, Tenant shall be relieved of any and all obligations arising on or subsequent to the date the Lease is so surrendered to Landlord, provided, however that Tenant shall remain obligated on all obligations that arise prior to the date of such surrender.

(c) Ownership of the Improvements.

Ownership of the Improvements shall be subject to the terms of the contract between the Tenant and the State. Improvements on the Land and any personal property not removed from the Land after termination or surrender shall be the sole and absolute property of Landlord, who may transfer, sell, assign or remove the same.

16.2 Landlord's Entry on Land.

Landlord shall have the right to enter the Land during normal business hours upon forty-eight (48) hours prior notice to Tenant for any of the following purposes:

(a) To determine whether the Land is in good condition and whether Tenant is complying with its obligations under this Lease.

Landlord shall not be liable in any manner for any inconvenience, annoyance, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Land as provided in this Section 16.2, except damage resulting from the negligent acts or negligent omissions of Landlord.

Tenant shall not be entitled to an abatement or reduction of Rent if Landlord exercises any rights reserved in this Section 16.2.

17. NOTICES.

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations under this Lease made or given by either Party to the other shall be personally delivered or sent by reputable overnight courier or United States certified mail, return receipt requested, postage prepaid, and shall be deemed received upon delivery if personally served, one (1) day after deposit with an overnight courier, or three (3) days after deposit in the United States mail, if sent certified mail, return receipt requested, postage prepaid. Such notices shall be addressed as follows:

If to Landlord:	Carlos Jackson, Executive Director Housing Authority of the County of Los Angeles 2 Coral Circle
-----------------	---

Monterey Park, CA 91755

and

Maria Badrakhan, Director  
Housing Authority of the County of Los Angeles  
2 Coral Circle  
Monterey Park, CA 91755

If to Tenant: Lisa Wilkin, Executive Director  
Child Development Consortium of Los Angeles, Inc.  
4909 E. Cesar Chavez Ave.  
Los Angeles, CA 90022

or to such other place or places as Landlord and Tenant may designate by written notice similarly delivered.

18. QUIET POSSESSION.

Tenant shall and may peaceably and quietly have, hold and enjoy the Land during the Term hereof, as the same may be extended, without hindrance by Landlord, subject to all of the provisions of this Lease.

19. GENERAL PROVISIONS.

19.1 Waiver.

The waiver by Landlord or Tenant of any breach by the other Party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Rent hereunder by the Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this lease, other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

19.2 Estoppel Certificates.

At any time and from time to time, within twenty (20) days after notice of request by either Party, the Party so requested shall execute, acknowledge, and deliver to the requesting Party, or to such other recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement and acknowledging that there are no uncured Defaults or failures to perform any covenant or Provision of this lease on the part of the other Party hereto or specifying any such Defaults or failures which are claimed to exist. The statement shall also state the dates to which the Rent and any other charges have been paid in advance. The statement shall be such that it can be relied on by any lender, auditor, creditor, banker, and investment banker of either Party and by any prospective purchaser or mortgage of the land or all or any part or parts of Tenant's or Landlord's interests under this Lease.

19.3 Entire Agreement; Modification.

This Lease contains the entire agreement between the Parties. No verbal agreement or implied covenant unless included in such a contemporaneous agreement shall be held to vary the Provisions hereof, any statements, laws or custom to the contrary notwithstanding. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either Party. Each Party has relied on its own inspection of the Land and examination of this lease, the counsel of its own advisors, and the warranties, representations, and covenants in this Lease. The failure or refusal of either Party to inspect the Land, to read this Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

No Provision of this Lease may be amended or varied except by an agreement in writing signed by the Parties.

19.4 Recording.

At Tenant's request, Landlord and Tenant shall enter into a short form memorandum of this Lease, in suitable form for recording, which shall be prepared at Tenant's sole expense upon commencement of the Term.

19.5 Governing Law.

The Lease shall be governed by and interpreted under the laws of the State of California.

19.6 Successors.

The covenants, conditions and agreements of this Lease shall be binding upon and shall inure to the benefit of the heirs, representatives, successors and assigns of the Parties hereto.

19.7 Severability.

If the Provisions of this Lease shall for any reason be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, the validity of the other Provisions of this Lease shall in no way be affected thereby, and this Lease shall be construed as though such invalid, illegal or unenforceable Provisions had never been contained herein, provided that such construction does not materially alter the rights or obligations of either Party hereunder.

19.8 Singular and Plural: Gender.

Whenever the singular number is used in this Lease and the context requires, the same shall include the plural. Further, when used in this Lease and the context requires, the neuter gender shall include the feminine and masculine, the masculine shall include the feminine and neuter, the feminine shall include the masculine and neuter, and each shall include any reference to a corporation, partnership, trust, or other legal entity.

19.9 Termination for Improper Consideration.

The Landlord may, by written notice to Tenant, immediately terminate the right of Tenant to proceed under this Lease if it is found that consideration, in any form, was offered or given by Tenant, either directly or through an intermediary, to any Landlord officer, employee or agent with the intent of securing the Lease or securing favorable treatment with respect to the award, amendment or extension of the Lease or the making of any determinations with respect to the Tenant's performance pursuant to the Lease. In the event of such termination, Landlord shall be entitled to pursue the same remedies against the Tenant as it could pursue in the event of default by the Tenant.

Tenant shall immediately report any attempt by a Landlord officer or employee to solicit such improper consideration. The report shall be made to the Landlord's manager charged with the supervision of the officer or employee or the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0491 or (800) 544-6861.

19.10 Time

Time is of the essence of this Lease. To the extent any approvals are required of Landlord under this Agreement, such approvals or disapprovals shall be given within twenty (20) days of receipt by Landlord of a request by Tenant for an approval of Landlord, unless the time frame for said approval is specified in this Lease.

#### 19.11 Captions.

The captions of the sections of this Lease are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

#### 19.12 Brokers.

Each Party warrants to and for the benefit of the other that it has had no dealings with any real estate broker or other agent (attorneys excepted) in connection with the negotiation or making of this Lease.

#### 19.13 Force Majeure.

Except as provided below, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, extraordinary governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the control of the Party obligated to perform any term, covenant or condition of this Lease, shall excuse the performance by such Party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to Rent or Landlord's financial obligations pursuant to this Lease, unless abatement is provided for in those instances under this Lease.

Either Party encountering such force majeure delays shall send written notice thereof to the other Party no later than ten (10) days after the commencement of such force majeure delay. If the Party encountering such force majeure delay fails to send notice thereof to the other Party within ten (10) days after the commencement of such delay, then any alleged delay occurring more than ten (10) days prior to the date of such notice shall not be deemed to extend any time for performance set forth herein.

#### 19.14 Conflict of Documents.

To the extent of any inconsistency between this Lease and any other related agreements entered into prior to the Lease Date, the terms of this Lease shall prevail. Any other contractual agreements relating to the Improvements shall be subject to the terms of a separate contract between the Tenant and the State for the term of that agreement.

#### 19.15 Compliance with Laws.

Tenant and Landlord agree to be bound by applicable federal, state, and local laws, regulations and directives as they pertain to the performance of this Lease, including, but not limited to the following:

#### 19.16 Federal Lobbyists Requirements

Tenant is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and Housing & Urban Development's 24 Code of Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification of said documents.

#### 19.17 Conflict of Interest.

Tenant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the Term of this Lease, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1 %) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission, County, or the Housing Authority. Upon execution of this Lease and during its Term, as appropriate, the Tenant shall disclose in writing to the Housing Authority any other contract or employment during the Term of this Lease by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between

the Housing Authority's interest and the interest of the third parties.

19.18 Access and Retention of Records.

Tenant shall retain books, documents, papers and records of the Tenant, which are directly pertinent to the Lease for a period of five (5) years after the Lease expires.

19.19 Safety Standards and Accident Prevention.

Tenant shall comply with all applicable federal, state and local laws governing safety, health and sanitation. Tenant shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Lease.

19.20 Drug-Free Workplace Act of the State of California.

Tenant certifies under penalty of perjury under the laws of the State of California that the Tenant will comply with the requirements of the Drug-Free Workplace Act of 1990.

19.21 Tenant's Acknowledgement of Housing Authority's Commitment to the Safely Surrendered Baby Law.

The Tenant acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Tenant understands that it the Housing Authority's policy to encourage all Housing Authority Contractors, which shall include Tenant, to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Child Care Center. Tenant will also encourage its subcontractors, if any, to post this poster, in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply Tenant with the poster to be used.

19.22 Notice to Employees Regarding the Safety Surrendered Baby Law.

Tenant shall notify and provide to its employees, and shall require each Contractor and subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D, County Contractor Notification to Contract Employees Regarding the Newborn Abandonment Law (SB 1368, the Safely Surrendered Baby Law) and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

19.23 Tenant's Warranty of Adherence to Housing Authority's Child Support Compliance Program

Tenant acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County.

As required by Housing Authority's Child Support Compliance Program and without limiting Tenant's duty under this Lease to comply with all applicable provisions of law, Tenant warrants that it is now in compliance and shall, during the term of this Lease, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### 19.24 Termination for Breach of Warranty to Comply with Housing Authority's Compliance Program

Failure of Tenant to maintain compliance with the requirements set forth in Section 19.22, "*Tenant's Warranty of Adherence to Housing Authority Child Support Compliance Program*" shall constitute default under this Lease. Without limiting the rights and remedies available to Housing Authority under any other provision of this Lease, failure of Tenant to cure such default within ninety (90) calendar days of written notice shall be grounds upon which Landlord may terminate this Lease pursuant to Paragraph 15.

#### 19.25 Post Most Wanted Delinquent Parents List

Tenant acknowledges that the County and the Housing Authority place a high priority on the enforcement of child support laws and the apprehension of child support evaders. Tenant understands that it is County's and Housing Authority's policy to strongly encourage all Tenants to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Tenant's place of business. The Child Support Services Department (CSSD) will supply Tenant with the poster to be used.

#### 19.26 Compliance with Jury Service Program

(a) Unless Tenant has demonstrated to the Housing Authority's satisfaction either that Tenant is not a "Tenant" as defined under the Jury Service Program ("Program") or that Tenant qualifies for an exception to the Jury Service Program Tenant shall have and adhere to a written policy that provides that its Employees shall receive from the Tenant, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Tenant or that the Tenant deduct from the employee's regular pay the fees received for jury service.

(b) For purposes of this Section, "Tenant" means a person, partnership, corporation or other entity which has a contract with the Housing Authority or a subcontract with a Housing Authority contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one (1) or more Housing Authority contracts or subcontracts. "Employee" means any California resident who is a full time employee of Tenant. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Housing Authority, or 2) Tenant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Program. If Tenant uses any subcontractor to perform services for the Housing Authority under the Lease, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement.

(c) If Tenant is not required to comply with the Program when the Lease commences, Tenant shall have a continuing obligation to review the applicability of its "exception status" from the Program, and Tenant shall immediately notify Housing Authority if Tenant at any time either comes within the Program's definition of "Tenant" or if Tenant no longer qualifies for an exception to the Program. In either event, Tenant shall immediately implement a written policy consistent with the Program. The Housing Authority may also require, at any time during the Lease and at its sole discretion, that Tenant demonstrate to the Housing Authority's satisfaction that Tenant either continues to remain outside of the Program's definition of "Tenant" and/or that Tenant continues to qualify for an exception to the Program.

(d) Tenant's violation of this Section of the Lease may constitute a material breach of the Lease. In the event of such material breach, Housing Authority may, in its sole discretion, terminate the Lease and/or bar Tenant from the award of future Housing Authority contracts for a period of time consistent with the seriousness of the breach.

#### 19.27 Tenant's Responsibility and Debarment

(a) A responsible Tenant demonstrates the attribute of trustworthiness, as well as quality, fitness,

capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority to conduct business only with responsible contractors.

(b) Tenant is hereby notified that, the Housing Authority acquires information concerning the performance of the Tenant on this or other contracts which indicates that the Tenant is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, debar the Tenant from bidding on Housing Authority contracts for a specified period of time not to exceed five (5) years, and terminate any or all existing contracts the Tenant may have with the Housing Authority.

(c) The Housing Authority may debar a Tenant if the Commission's Board of Commissioners (the "Board of Commissioners") finds, in its discretion, that the Tenant has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the Tenant's quality, fitness or capacity to perform a contract with the County, the Commission or the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission, the Housing Authority, or any other public entity.

(d) If there is evidence that Tenant may be subject to debarment, the Housing Authority will notify Tenant in writing of the evidence, which is the basis for the proposed debarment and will advise Tenant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(e) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Tenant and/or the Tenant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Tenant should be debarred, and, if so, the appropriate length of time of the debarment. If Tenant fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Tenant may be deemed to have waived all rights of appeal.

(f) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

(g) These terms shall also apply to subcontractors and/or subconsultants of Tenant.

#### 19.28 Tenant's Charitable Contribution Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Tenants to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Housing Authority seeks to ensure that all Commission or Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Tenant that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

#### 19.29 Interpretation.

No provision of this Lease is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Lease is to be constructed as if it was drafted by each of the parties hereto.

#### 19.30 Waiver.

No breach of any provision hereof can be waived unless in writing. Waiver of anyone breach of any provision shall be deemed to be a waiver of any breach of the same or any other provision hereof.



**SIGNATURES**

IN WITNESS WHEREOF, the Tenant and the Commission have executed this Lease through their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

COMMUNITY DEVELOPMENT COMMISSION OF THE  
COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Carlos Jackson  
Executive Director

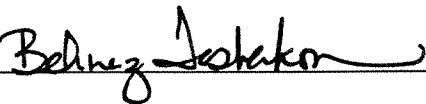
CHILD DEVELOPMENT CONSORTIUM OF  
LOS ANGELES

By \_\_\_\_\_  
Lisa Wilkin  
Executive Director

APPROVED AS TO FORM:

***Raymond G. Fortner, Jr.***

***County Counsel***

By   
Deputy

APPROVED AS TO PROGRAM:

HOUSING AUTHORITY  
OF THE COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Maria Badrakhan,  
Director

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Tax Year: <b>2005-2006</b>	Assessor's Parcel <b>6076-005-900</b>	Payments as of: <b>03/17/2006</b>
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Described As: **WOODCREST TR EX OF ST LOTS 145 AND 146**  
 Address: **10911 S VERMONT AVE LOS ANGELES CA 90044**  
 City: **LOS ANGELES CNTY-80**  
 Billing Address: **500 W TEMPLE ST RM 754 LOS ANGELES CA 90012**  
 Assessed Owner(s): **L A CO COMMUNITY DEV COMMISSION**

Tax Rate Area: <b>0001220</b>	Value	Conveyance Date: <b>12/24/1991</b>
Use Code: <b>8835</b>	Land: <b>88,110.00</b>	Conveying Instrument:
<b>School service center</b>	Improvements:	Date Transfer Acquired:
Region Code: <b>25</b>	Personal Property:	Vesting:
Zoning Code: <b>LCC3YY</b>	Fixtures:	Year Built: <b>1997</b>
Taxability Code:	Inventory:	Year Last Modified: <b>1997</b>
	Exemptions	
Tax Rate:	Homeowner:	Square Footage
	Inventory:	Land:
	Personal Property:	Improvements: <b>4,815</b>
Bill #:	Religious:	Tax Defaulted:
Issue Date:	All Other:	
	Net Taxable Value: <b>88,110.00</b>	Total Tax: <b>0.00</b>

Installment Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	<b>0.00</b>	<b>0.00</b>	<b>**NO TAXES DUE**</b>		
2nd	<b>0.00</b>	<b>0.00</b>	<b>**NO TAXES DUE**</b>		

Underlying Parcels: **6076-005-023**

\*\*\* END OF REPORT \*\*\*

Ernie Robles

Tax Year: **2005-2006** Assessor's Parcel **6076-005-901** Payments as of: **03/17/2006**

Described As: **WOODCREST TR EX OF ST LOTS 147 AND 148 ST LOTS 147 AND 148**  
Address: **10929 S VERMONT AVE LOS ANGELES CA 90044**  
City: **LOS ANGELES CNTY-80**  
Billing Address: **500 W TEMPLE ST RM 754 LOS ANGELES CA 90012**  
Assessed Owner(s): **L A CO COMMUNITY DEV COMMISSION**

Tax Rate Area: <b>0001220</b>	Value	Conveyance Date: <b>12/24/1991</b>
Use Code: <b>0900</b> <b>Mobile home park</b>	Land: <b>126,735.00</b>	Conveying Instrument:
Region Code: <b>09</b>	Improvements:	Date Transfer Acquired:
Zoning Code: <b>LCC3YY</b>	Personal Property:	Vesting:
Taxability Code:	Fixtures:	Year Built:
	Inventory:	Year Last Modified:
	Exemptions	
Tax Rate:	Homeowner:	Square Footage
	Inventory:	Land:
	Personal Property:	Improvements:
Bill #:	Religious:	
Issue Date:	All Other:	Tax Defaulted:
	Net Taxable Value: <b>126,735.00</b>	Total Tax: <b>0.00</b>

Installment Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	0.00	0.00	**NO TAXES DUE**		
2nd	0.00	0.00	**NO TAXES DUE**		

Underlying Parcels: **6076-005-018**

\*\*\* END OF REPORT \*\*\*

SCALE IN 1/10 OF AN INCH

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

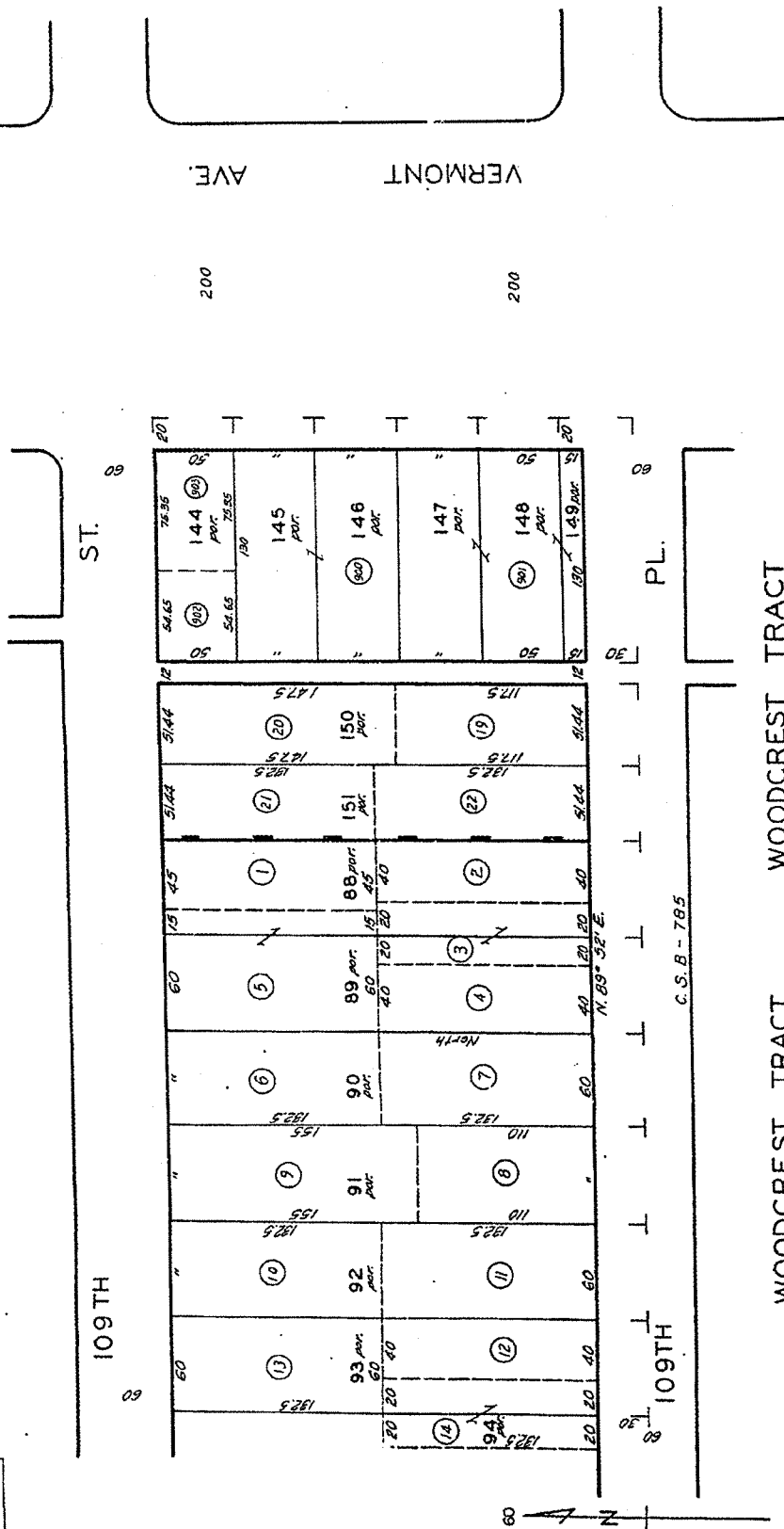
1-800-345-7334

1999

6076 5

SCALE 1" = 60'

REVISED  
4-26-00  
11-10-01



Southland Title Corporation  
RECORDING REQUESTED BY  
Park Place Escrow

91 2015165

AND WHEN RECORDED MAIL THIS DEED AND,  
UNLESS OTHERWISE SHOWN BELOW, MAIL TAX  
STATEMENTS TO:

COMMUNITY DEVELOPMENT COMMISSION  
2525 Corporate Place #200  
Monterey Park, Ca 91754

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CA  
DEC 24 1991 AT 8 A.M.  
Recorder's Office

(10911-29 Vermont Ave LA

ESCROW NO. 3398

TITLE ORDER NO. 121264-10

FREE F

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Corporation Grant Deed

The undersigned grantor(s) declare(s): *BW 6-30-90*  
Documentary transfer tax is \$ *90*  
( xxx ) computed on full value of property conveyed, or  
( ... ) computed on full value less value of liens and encumbrances remaining at time of sale,  
( xxx ) Unincorporated area: ( ~~xxxxxx~~ ) , and

A.P.N. 6149-16-6

By this instrument dated *September 19, 1991*, for a valuable consideration  
S. T. WOODS CORPORATION, A CALIFORNIA CORPORATION, DBA T. S. ENTERPRISES, WHICH  
ACQUIRED TITLE AS T. S. ENTERPRISES.

a corporation organized under the laws of the State of California  
hereby GRANTS to

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body,  
corporate, and politic

the following described real property in the  
County of LOS ANGELES, State of California

PARCEL 1: LOTS 145 AND 146 OF THE WOODCREST TRACT, AS PER MAP RECORDED IN BOOK 10  
PAGES 111 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: LOTS 147, 148 AND 149 OF THE WOODCREST TRACT, AS PER MAP RECORDED IN BOOK  
10 PAGE 111 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LOT 149, THE SOUTHERLY 30 FEET THEREOF.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument  
to be executed by its President and Secretary thereunto  
duly authorized,

STATE OF CALIFORNIA )  
COUNTY OF Orange ) ss.  
On November 25, 1991 before me, the  
undersigned, a Notary Public in and for said State,  
personally appeared Arthur Donahue  
known to me to be the President, and  
Arthur Donahue known to me to be  
Secretary of the Corporation that  
executed the within Instrument, known to be the persons  
who executed the within Instrument on behalf of the  
Corporation therein named, and acknowledged to me  
that such Corporation executed the within Instrument  
pursuant to its by-laws or a resolution of its board of  
directors.

WITNESS my hand and official seal.

S. T. WOODS CORPORATION, A  
CALIFORNIA CORPORATION, DBA  
T.S. ENTERPRISES

By *Arthur Donahue*  
Arthur Donahue President

By *Arthur Donahue*  
Arthur Donahue Secretary



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY IS SHOWN, MAIL AS DIRECTED ABOVE.

NAME AS ABOVE

Name

Street Address

City & State

PFS-MH

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the grant deed dated Sept 19, 1991, 1991 from the (Seller) T. S. Enterprises to the Community Development Commission of the County of Los Angeles, a body corporate and politic, is hereby accepted under authority of an order of the Board of Commissioners of the County of Los Angeles adopted on October 23, 1984, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: 12-20-91

By: Carlos Jackson

Carlos Jackson  
Executive Director

Property Address: Parcel No. 6076-005-023  
10911-10929 South Vermont Avenue, Los Angeles

91 2015165

RECEIVED SEP 23 1991

**EXHIBIT B**  
**BACKGROUND AND RESOURCES**  
**CALIFORNIA CHARITIES REGULATION**



## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code Section 501(c)(3), and not exempt from reporting under Government Code Section 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Community Development Commission of the County of Los Angeles and/or Housing Authority of the County of Los Angeles contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code Sections 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, Sections 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code Sections 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, Sections 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

#### **1. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Housing Authority of such organizations.**

**EXHIBIT C**  
**FEDERALIST LOBBYIST REQUIREMENTS**

The Tenant and/or Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Tenant and/or Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Tenant and/or Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Tenant and/or Contractor or persons/subcontractors acting on behalf of the Tenant and/or Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**EXHIBIT D**  
**INFORMATION REGARDING THE NEWBORN ABANDONMENT LAW**  
**(SB 1368, THE SAFELY SURRENDERED BABY LAW)**

# **No shame.**

# **No blame.**

# **No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### **¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*